

Emergency Contract for Debris Removal, Hazard/High-Risk Tree/Limb/Stump Removal & Insect/Disease Infestation Services

INFORMATION FOR RESPONDENTS

Purpose and Intent

The purpose of this Request for Proposal (“RFP”) is for debris removal, hazard/high risk tree/limb/removal and insect/disease infestation services after a storm, disaster, outbreak or other emergency response events. The City of St. Louis is seeking qualified contractors or companies with experience in handling said events and in the preparation, response, recovery and mitigation phases of any event exceeding the City’s resource capability to handle. It is the intent of the City of St. Louis to award this contract to one or more contractors or companies to perform any or all the services listed in the contract and to restore the City of St. Louis to its pre-disaster or pre-emergency event condition.

The RFP is being issued by the City of St. Louis, Missouri (the “City”).

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified contractor(s) or company(s) through competitive negotiations to provide the aforementioned emergency services.

The intent of this RFP is to award a contract to the respondent(s) who presents a detailed proposal conforming to this RFP and is most advantageous to the City regarding cost and other factors considered. The City reserves the right to award the contract(s) resulting from this RFP to one or more respondents, as required and appropriate to meet the needs of the City. The City is seeking a three (3) year contract(s) with the opportunity of two (2) one year renewals.

Background

As is the case in many municipal governments, the City has numerous operating departments which may be impacted by emergency conditions such as those resulting from storms, disasters, insect/disease outbreaks or in cases when existing resources are not sufficient to handle necessary municipal response services. In either case, prior emergency management planning and the ability to respond quickly and efficiently are critical.

RFP Timeline

Question and Answer Period

It is the policy of the City to accept questions and inquiries regarding this RFP only via U.S. mail or email. Written questions shall be mailed or emailed to the attention of the following individual:

Mr. Skip Kincaid
Commissioner of Forestry
1415 N. 13th Street
St. Louis, Missouri 63106
Tel #: 314-613-7205
kincaids@stlouis-mo.gov

Questions must be submitted no later than Tuesday, July 7, 2015 at 5:00 p.m. CST. The City will maintain a list of all companies and contractors requesting copies of the RFP and shall ensure that copies of all questions and responses hereto shall be made available to each entity on said list. **Contact with committee members other than Skip Kincaid is strictly prohibited.**

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing or by email to each contact and/or question. Short procedural inquiries may be accepted by telephone by the City; however, oral explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall **not** contact the City directly, in person, by telephone or facsimile concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal.

Submission of Proposal

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. THE DATE, TIME AND LOCATION ARE:

Date: Monday, July 20, 2015

Time: 5:00 p.m. CST

Contact: Mr. Skip Kincaid

Location: 1415 N. 13th Street

St. Louis, Missouri 63106

Tel #: 314-613-7205

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **Proposal for Emergency Contract for Debris Removal, Hazard/High-Risk Tree/Limb/Stump Removal & Insect/Disease Infestation Services.**

Proposals made in any other manner are not valid and will not be considered. Sealed proposals may be mailed or delivered personally but must be received by the point of contact listed in this section of the RFP by the deadline listed in this section. Proposals received late will be returned unopened. Contractors or companies submitting proposals shall assume full responsibility for timely delivery of sealed bids at the designated location.

INFORMATION FOR RESPONDENTS

Proposals submitted via e-mail or facsimile will not be accepted.

Each respondent must submit one (1) sealed, complete, ORIGINAL proposal. Each respondent must also submit seven (7) sealed, full, complete and exact copies of the original. It is suggested that the respondent make and retain a copy of its proposal.

REPRESENTATIONS

In submitting a proposal, each contractor or company represents that:

- 1) he or she has read and understands the RFP and that the RFP is submitted in accordance therewith;
- 2) the costs have been arrived at independently without collusion with any other contractor or company for the purposes of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person, contractor or company (other than a full time employee working solely for the contractor or company) to solicit or secure this contract

SCOPE OF WORK

2.1. Background

The City is interested in receiving sealed proposals for the purpose of hiring a qualified contractor or company to provide debris removal and hazardous tree/limb/stump removal services.

2.2. Goals and Objectives

To retain a qualified contractor or company to augment the City's response and recovery efforts to ensure public safety with any disaster/outbreak/emergency related services necessary on City right-of-ways and property that may exceed the City's existing internal resource capability.

To ensure that the City has adequate staff and equipment resources readily available to effectively respond to and recover from any unforeseen or unpredictable disasters, outbreaks, or other emergency events.

To pursue a fair and competitive contract with a qualified contractor(s) or company(s) to work in a cooperative and productive process with all applicable City agencies.

To allow all qualified contractors and companies interested in providing these critical services an equal opportunity to do so.

2.3. Scope of Services

The City seeks to enter into a contract with a qualified contractor(s) or company(s) to perform the following services:

Debris removal services to address any threats to overall right of way accessibility and overall public safety within the City.

Hazard/High Risk tree/limb/stump removal services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Insect/Disease Infestation & Outbreak services including tree pruning and/or tree removal to address any tree or other hazard conditions caused by insects or disease.

Comply with contractual terms to ensure FEMA reimbursement for any services performed as specified

in the contract.

Maintain all staff and equipment records for audit purposes and compliance with all FEMA required records.

The contractor or company shall obtain prior written approval from the City for the use of any subcontractors.

All work shall adhere to the following industry standards: ANSI A300 – Tree Care Operations, and ANSI Z133 Safety Standards for Arboricultural Operations.

2.4. Reports

The respondent shall maintain all documentation of work performed and provide the City with said documentation. The reports may be submitted to the City in electronic format or paper format, provided the electronic format can be printed in a legible, convenient manner for processing by administrative staff.

PROPOSAL EVALUATION

3.1. Proposal Selection Committee

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Department of Parks, Recreation & Forestry. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

3.2. Selection Criteria

The respondent's proposal must contain specific and detailed pricing and cost information (e.g. per cubic yard of debris removed, cost per tree removed or trimmed based upon diameter inch of tree (e.g. diameter at breast height or "dbh") and cost per stump removed (trunk diameter).

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical. Proposals are limited to ten (10) double-spaced pages, excluding the cover letter and Appendices.

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs:

The contractor or company's willingness and ability to represent a municipality of the size and nature of the City of St. Louis.

The qualifications and experience of the contractor or company and its staff and equipment to perform the requested services as listed in this RFP.

How the contractor or company will address the stated goals and objectives (Section 2.2.) and the specific items identified in the scope of services (Section 2.3). Include the work plan and technical approach, as well as the contractor or company's ability to handle disaster/emergency response

events beyond the City's capabilities.

The contractor or company's familiarity and experience working with all applicable federal, state and local laws pertaining to debris removal and hazardous tree/limb/stump removal services.

The contractor or company's experience and proof of successful projects with similar services for other municipalities. Provide detailed descriptions of three (3) or more debris removal and/or hazardous tree/limb/stump removal completed projects or contracts including details on emergency management plan, chronologies, expenditures, compensation, and documented results with a point of contact included for each project or contract.

The contractor or company's experience in handling the various types of debris to be removed and addressing hazard/high risk tree conditions after a disaster, infestation, outbreak or other emergency situation.

The company or contractor's equipment and manpower resource capability.

The contractor or company's project experience in addressing hazard/ high-risk trees including situations with trees from private properties that compromise or block City right-of-ways.

The contractor or company's experience with immediate mobilization and response to a disaster, infestation, outbreak or other emergency response event.

The contractor or company's experience with written documentation of all disaster or emergency services performed including project examples involving FEMA reimbursement .

The contractor company's proposal to handle expenses associated with these services and the various costs of these services to the City.

The contractor or company's proximity to the City.

The contractor or company's submission of a minimum of three (3) references from other public entities for which similar work has been performed within the last five (5) years.

The contractor or company's level of Minority and Women's Business Enterprise (MBE/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: www.mwdbe.org or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).

In addition to addressing items A. through J., above, please submit the following information, if applicable.

Completed Minority and Women's Business Enterprise form (Appendix 1).

Statement of the company's ability to meet all requirements of the American's with Disability Act.

Statement of the company's ability to meet all Living Wage Ordinance requirements.

Statement of the company's ability to meet all audit requirements.

Statement of the company's ability to meet all non-discrimination requirements.

Statement of the company's cost/pricing structure for full completion of any of the requirements stated in this RFP.

3.3. Reservation

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a response, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all bid responses with or without cause, 2) request additional information from bidders as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all firms or bidders and reject any and/or all bid responses for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

3.4 Intent

It is the intent of the Selection Committee to award the Contract(s) to the lowest responsible qualified bidder(s) provided the bid response has been submitted in accordance with the requirements of this RFP.

AWARD OF CONTRACT

Upon notification of acceptance of their bid by the City, the successful bidder(s) will be required to enter into a Contract(s) within 30 days of the notification of the award, subject to extension at the City's discretion. The City is **NOT** obligated under this RFP for services and there is **NO** binding agreement between the City and the successful bidder(s) unless and until the successful bidder(s) enters into a written, executed Contract with the City and approved by the City for the required services under this RFP. If the successful bidder(s) and the City are unable to enter into a Contract within 30 days of the notification of the award, subject to extension at the City's discretion, the acceptance of the successful bidder's bid may expire and the City may select the next most advantageous and qualified bid pursuant to the Selection Criteria. The above-stated time limits and terms in this section ("Award of Contract") apply to all further potential successful bidders.

ADDITIONAL INFORMATION

4.1. Amended Proposals

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal

materials.

4.2. Right to Withdraw Proposal.

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

4.3. Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

4.4. Respondent Responsibility

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

4.5. Cost Liability

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

4.6. Audits

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the company's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the company's full compliance with contract documents. In those situations where the company's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

4.7. Contents of Proposals

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus,

Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

4.8. No Obligation

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by an executed written agreement approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of an agreement.

4.9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

4.10. Governing Law

This RFP, and any agreement with respondents that may result, shall be governed by the laws of the State of Missouri.

4.11. Nondiscrimination

In connection with the contract resulting from this RFP, the firm(s) agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

4.12. Living Wage & Minority Participation

Respondents will be expected to comply with the City's Living Wage Ordinance No. 65597, and are encouraged to review this ordinance prior to making their submissions. The City is actively seeking participation by MBE and WBE firms and encourages those firms to submit proposals.

4.13. Americans with Disabilities Act

In connection with the furnishing of goods and services under any contract resulting from this RFP, the firm shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

4.14. Indemnification

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

4.15. Unauthorized Aliens Affidavit

As a condition for the award of this contract, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

Subject to Appropriation

Any contract or agreement that results from this RFP is subject to annual appropriation by the City. Any contract or agreement that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

Appendix 1

CITY OF ST. LOUIS

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION PLAN

CONTRACTING AGENCY:

PROJECT NAME:

NAME OF PRIME CONSULTANT:

PROJECT GOAL: _____% MBE; _____% WBE

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME

ADDRESS

PHONE NUMBER

CONTACT PERSON CERTIFYING AGENCY

CERTIFICATION DATE

CATEGORY

CERTIFICATION NO.

WORK TO BE PERFORMED

M/WBE PERCENT

PRIME CONSULTANT AUTHORIZED SIGNATURE DATE

EXHIBIT _____

STATE OF _____)
) SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____.
(**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Contractor**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: